

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM541511

<b>SUBMISSION TYPE:</b>	RESUBMISSION
<b>NATURE OF CONVEYANCE:</b>	MERGER
<b>EFFECTIVE DATE:</b>	07/01/2017
<b>RESUBMIT DOCUMENT ID:</b>	900515214

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
International Executive Housekeepers Association		06/30/2017	Non-Profit Corporation: OHIO

## RECEIVING PARTY DATA

<b>Name:</b>	International Sanitary Supply Association
<b>Street Address:</b>	3300 Dundee Road
<b>City:</b>	Northbrook
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60062
<b>Entity Type:</b>	Non-Profit Corporation: ILLINOIS

## PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
<b>Registration Number:</b>	2276473	INTERNATIONAL HOUSEKEEPERS WEEK SOLVING

## CORRESPONDENCE DATA

## Fax Number:

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.*

**Phone:** 3123600080  
**Email:** tmdocket@gbclaw.net  
**Correspondent Name:** Greer, Burns & Crain, Ltd.  
**Address Line 1:** 300 S WACKER DR  
**Address Line 2:** Suite 2500  
**Address Line 4:** CHICAGO, ILLINOIS 60606

<b>ATTORNEY DOCKET NUMBER:</b>	0915.138621
<b>NAME OF SUBMITTER:</b>	Tanja Proehl
<b>SIGNATURE:</b>	/Tanja Proehl/
<b>DATE SIGNED:</b>	09/19/2019

## Total Attachments: 9

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## AGREEMENT AND PLAN OF MERGER

This Agreement and Plan of Merger (the "Agreement") is entered into as of the \_\_\_ day of June, 2017 (the "Signing Date"), by and between International Sanitary Supply Association, an Illinois not-for-profit corporation ("ISSA"), and International Executive Housekeepers Association ("IEHA"), an Ohio not-for-profit corporation.

WHEREAS, ISSA and IEHA were formed to advance the quality of sanitation services throughout the world by providing education, networking, information, leadership and other programs for its members; and

WHEREAS, the Board of Directors and members of each of ISSA and IEHA deem it advisable and in their best respective interests to combine their programs, activities, functions, administrations, affairs and assets, by merging IEHA into ISSA.

NOW, THEREFORE, IEHA and ISSA agree as follows:

1. *Merger.* Upon the Filing Date (as defined below), IEHA (the "Merging Corporation"), shall merge (the "Merger") with and into ISSA (the "Surviving Corporation"), which shall be the surviving corporation.
2. *Effects of Merger.* In accordance with the Illinois General Not-For-Profit Act of 1986, as amended, and Ohio Nonprofit Corporation Law, upon the Filing Date of the Merger, IEHA shall merge into ISSA, and thereupon the separate existence of IEHA shall cease subject to the provisions of Paragraphs 2.4(a) through (f) of this Agreement.
  - 2.1 ISSA hereby consents to be sued and served with process in Ohio and irrevocably appoints the Secretary of State of the State of Ohio as its agent to accept service of process in any proceeding in Ohio to enforce against ISSA any obligation of IEHA. Neither the rights of creditors nor any liens upon the property of IEHA shall be impaired by reason of the Merger provided, however, that any amounts required to be paid by IEHA shall be paid from the accounts of IEHA established under Paragraph 2.4(c) below.
  - 2.2 The Articles of Incorporation of ISSA shall be the Articles of the Surviving Corporation until amended by ISSA pursuant to applicable law and Paragraph 2.4(a) below;
  - 2.3 The Bylaws of ISSA shall be consistent with the terms of this Agreement, until amended by ISSA pursuant this Agreement and applicable law.
  - 2.4
    - (a) All members of IEHA shall become members of ISSA upon the Filing Date and pursuant to an amendment of the Bylaws of ISSA which amendment shall create a separate membership category defined consistent with the Bylaws of IEHA in effect prior to the filing of the Articles of Merger.
    - (b) There shall be an IEHA Management Council that shall be primarily responsible for the management of the IEHA membership category which shall always be

subject to ISSA's Bylaws and the Board of Directors of ISSA (the "Board"). The IEHA Membership Council shall be governed by its own set of rules, consistent with its former Bylaws and subject to ISSA's Bylaws. In the event of any conflict between the foregoing rules, IEHA's former bylaws, and the ISSA Bylaws, the Bylaws of ISSA shall control. The IEHA membership category and the IEHA Management Council shall not be disbanded or otherwise terminated by ISSA except (i) by mutual agreement of ISSA and the IEHA Management Council or (b) in accordance with the provisions of that certain Termination Agreement dated as of the date hereof. There shall be an Executive Director of IEHA membership category (the "Executive Director") following the Filing Date. The Executive Director shall be Michael Patterson and he shall serve as Executive Director following the filing of the Articles of Merger. The IEHA Management Council, in conjunction with ISSA, shall select future Executive Directors.

- (c) All current funds of IEHA as of the Filing Date shall be held in a separate account(s) pursuant to Section 6 of this Agreement and expenditures shall be subject to approval by the Executive Director. Dues and other income shall be held in the aforementioned account(s).
  - (d) IEHA members shall have the right to participate in ISSA programs on the same basis, including but not limited to the payment of fees for such programs, as other ISSA members.
  - (e) Current employees of IEHA employed in the Ohio office shall become employees of ISSA employed in the Ohio office with compensation and benefits paid by ISSA from the accounts established pursuant to Section 2.4(c). Any relocation of the Ohio office shall require the agreement of the Executive Director and the IEHA Management Council.
  - (f) In the event that at any time following the Merger ISSA terminates the IEHA membership category then, upon request by the IEHA Management Council, the transfers described in Section 12.2 below shall occur as if such Section 12.2 had been invoked in accordance with its terms.
- 2.5
- (a) The Board of Directors of ISSA ("Board") shall manage the affairs of ISSA consistent with its Bylaws and applicable law. In addition to other responsibilities provided by law, by the Articles of Incorporation, or the Bylaws of ISSA, the Board shall be responsible for the establishment of the policies of ISSA and for approval of annual budgets.
  - (b) The Board shall remain as constituted under its Bylaws, and will operate in accordance with its Bylaws.
  - (c) The officers of the Surviving Corporation shall be those designated and elected in accordance with the manner provided in, and their responsibilities shall continue to be defined by, the Bylaws of the Surviving Corporation.

(d) Subject to the Bylaws and authority of the Board, the responsibilities, procedures, and rights of IEHA Management Council shall be as determined by the Board.

- 2.6 The Surviving Entity's principal office shall be located at 3300 Dundee Road, Northbrook, Illinois 60062.
- 2.7 *ISSA Registered Office in Ohio* ISSA is registered to do business as a foreign corporation in the State of Ohio. The registered agent is Ernie Hartong and the registered office is located at 7870 Olentangy River Road, Suite 301, Columbus, Ohio 43235.
3. *Filing Date.* The Merger contemplated by this Agreement shall become effective in accordance with the Act, and the parties hereto shall take such action, including executing and filing Articles of Merger in accordance with Illinois and Ohio law, to cause the Merger to become effective on the date the Articles of Merger are filed by the Illinois Secretary of State which date shall be the filing date of the Articles of Merger, provided that the conditions in Sections 4, 11.1, 11.2, and 11.3 have been met or waived and this Agreement has not been terminated in accordance with Sections 12.1 and 12.2 hereof prior to such time.
4. *Approval by Board and Members.* The undersigned officers of the ISSA and IEHA hereby certify that this Agreement shall be effective only if adopted by their respective Board of Directors and by the affirmative vote of the majority of votes cast at their respective membership meetings in accordance with their respective Bylaws and applicable law. If the required number of votes from Boards of Directors or the members of IEHA or ISSA, as the case may be, is not obtained, then this Agreement shall terminate immediately, the Merger shall not be effected, and no party shall be deemed to have breached this Agreement due to termination for such reason prior to filing of the Articles of Merger.
5. *Dues.* The dues structure for ISSA for calendar year 2017 shall be by agreement of the Parties. Thereafter, dues shall be determined as set forth in the Bylaws of ISSA.
6. *Restricted Fund.* In accordance with the terms of the Implementation Plan, certain pre-Merger funds of IEHA shall be held on and after the Filing Date in separate restricted accounts to be used to provide services to IEHA members. Such funds may be used for such purposes upon the approval of the Executive Director; provided, however, that all of which purposes shall be consistent with ISSA's Articles of Incorporation and Bylaws and the provisions of Section 501(c)(6) of the Internal Revenue Code.
7. *First Annual Meeting.* The first annual meeting of the Surviving Corporation shall be held on September 11, 2017. Thereafter, annual meetings shall be held as required by the Bylaws of the Surviving Corporation or as determined by the Board. The membership category of IEHA shall meet annually in conjunction with ISSA's convention and conference in September of 2017, and annually thereafter.

8. *Federal Tax Exemption.* ISSA is exempt from taxes pursuant to Section 501(c)(6) and following the Filing Date shall maintain a federal income tax exemption pursuant to Section 501(c)(6) of the Internal Revenue Code of 1986, as amended. IEHA is exempt from taxes pursuant to Section 501(c)(6) of the Internal Revenue Code of 1986, as amended.
9. *Representations and Warranties of the Surviving Corporation.* ISSA hereby represents and warrants to IEHA as follows:
- 9.1 *Organization and Existence.* ISSA is an Illinois not-for-profit corporation validly existing and in good standing under the laws of Illinois with the corporate power and authority to own its properties and assets and to carry on its business as now being conducted, except where the failure to be so existing and in good standing or to have such power and authority would not have a material adverse effect on ISSA.
- 9.2 *Authority and Approval.* ISSA has the corporate power and authority, and no other corporate proceedings on the part of ISSA are necessary, to execute and deliver this Agreement and to consummate the transactions contemplated hereby. This Agreement has been duly executed and delivered by ISSA and this Agreement constitutes a valid and binding obligation of ISSA, enforceable against ISSA in accordance with its terms.
- 9.3 *Consents and Approvals; No Violations.* The execution, delivery and consummation by ISSA of this Agreement the transactions contemplated hereby do not or will not:
- (a) conflict with or result in any breach of any provisions of the Articles of Incorporation or Bylaws of ISSA;
  - (b) except as contemplated by this Agreement, require any filing by ISSA or require ISSA to obtain any permit, authorization, consent or approval from any governmental authority.
  - (c) result in a violation or breach of, or constitute (with or without due notice or lapse of time or both) a default (or give rise to any right of termination, amendment, cancellation or acceleration) under, any of the terms, conditions or provisions of any note, bond, mortgage, indenture, lease, license, contract, agreement, franchise, permit, concession or other instrument, obligation, understanding, commitment or other arrangement to which ISSA is a party or by which it or any of its material properties or assets may be bound or affected; or
  - (d) violate any law applicable to it.
- 9.4 *Litigation.* Except as previously disclosed in writing to ISSA, as of the Signing Date there are no actions, suits, proceedings or, to the knowledge of ISSA, governmental investigations or inquiries pending against ISSA or any of its subsidiaries or affiliates (including without limitation affiliated foundations or joint ventures), or their respective properties, assets, operations or businesses which could reasonably be expected to delay, prevent or hinder the consummation of the transactions contemplated hereby, and to the

knowledge of ISSA as of the Signing Date, no such actions, suits, proceedings or governmental investigations or inquiries are threatened.

- 9.5 *No Material Adverse Effect.* Except as previously disclosed to IEHA in writing prior to the Signing Date, between the Signing Date and the Filing Date, there has occurred and shall occur no material adverse effect on its assets, liabilities or financial condition.
10. *Representations and Warranties of IEHA.* IEHA hereby represents and warrants to ISSA as follows:
- 10.1 *Organization and Existence.* IEHA is a not-for-profit corporation validly existing and in good standing under the laws of Ohio with the corporate power and authority to own its properties and assets and to carry on its business as now being conducted, except where the failure to be so existing and in good standing or to have such power and authority would not have a material adverse effect on IEHA.
- 10.2 *Authority and Approval.* IEHA has the corporate power and authority, and no other corporate proceedings on the part of IEHA are necessary, to execute and deliver this Agreement and to consummate the transactions contemplated hereby. This Agreement has been duly executed and delivered by IEHA and constitutes a valid and binding obligation of IEHA enforceable against IEHA in accordance with its terms.
- 10.3 *Financial Statements.* The audited financial statements of IEHA, for its last three (3) fiscal years, (a) were prepared in accordance with GAAP applied on a consistent basis (except as indicated therein or in the notes thereto) and (b) fairly present the financial position of IEHA as of the dates thereof and the results of its operations and cash flows for the periods then ended.
- 10.4 *Consents and Approvals; No Violations.* The execution, delivery and consummation by IEHA of this Agreement and the transactions contemplated hereby do not or will not:
- (a) conflict with or result in any breach of any provisions of the Articles of Incorporation or Bylaws of IEHA;
  - (b) except as contemplated by this Agreement, require any filing by IEHA or require IEHA to obtain any permit, authorization, consent or approval from any governmental authority;
  - (c) result in a violation or breach of, or constitute (with or without due notice or lapse of time or both) a default (or give rise to any right of termination, amendment, cancellation or acceleration) under, any of the terms, conditions or provisions of any note, bond, mortgage, indenture, lease, license, contract, agreement, franchise, permit, concession or other instrument, obligation, understanding, commitment or other arrangement to which IEHA is a party or by which it or any of its material properties or assets may be bound or affected; or

(d) violate any law applicable to it.

- 10.5 *Litigation.* Except as previously disclosed in writing, as of the Signing Date there are no actions, suits, proceedings or, to the knowledge of the Merging Corporation, governmental investigations or inquiries pending against IEHA or any of its subsidiaries or affiliates (including without limitation affiliated foundations or joint ventures), or their respective properties, assets, operations or businesses which could reasonably be expected to delay, prevent or hinder the consummation of the transactions contemplated hereby, and to the knowledge of IEHA, as of the Signing Date, no such actions, suits, proceedings or governmental investigations or inquiries are threatened. IEHA agrees to deliver to ISSA a certificate dated as of the Filing Date reaffirming the representations and warranties contained in this Section 10.5.
- 10.6 *No Material Adverse Effect.* Except as disclosed by IEHA to ISSA in writing prior to the Filing Date, there has occurred and shall occur no contract, commitment, claim or other development having a material adverse effect on its assets, liabilities or financial condition, or which reasonably may be anticipated to have a material adverse effect on ISSA's assets, liabilities or financial condition after the Merger, provided that IEHA has consulted and shall consult with ISSA before entering into any such contract or commitment, and has advised and shall promptly advise ISSA regarding any such claim or other development prior to the Filing Date. IEHA agrees to deliver to ISSA a certificate dated as of the Filing Date reaffirming the representations and warranties contained in this Section 10.6.
- 10.7 *Exempt Status.* IEHA represents and warrants that it is exempt from taxation pursuant to the provisions of section 501(c)(6) of the Internal Revenue Code of 1986, as amended.
11. *Conditions.*
- 11.1 *Conditions to Merging Corporation's Obligation to Effect the Merger.* The respective obligations of IEHA to effect the Merger shall be subject to the fulfillment at or prior to the Filing Date that ISSA is recognized by the Internal Revenue Service as an organization exempt from taxation under section 501(c)(6) of the Internal Revenue Code.
- 11.2 *Conditions to Obligation of Surviving Corporation to Effect the Merger.* The obligations of ISSA to effect the Merger shall be subject to the fulfillment at or prior to filing of the Articles of Merger upon the following conditions, which may be waived, but only to the extent permitted by law: the results of the due diligence investigation of IEHA by ISSA's professional advisors shall be, in the sole opinion of the Board, acceptable to ISSA, with any open items resolved in a manner acceptable to ISSA.
- 11.3 *Conditions to Obligation of IEHA to Effect the Merger.* The obligations of IEHA to effect the Merger shall be subject to the fulfillment at or prior to filing of the Articles of Merger upon the following conditions, which may be waived, but only to the extent permitted by law: the results of the due diligence investigations of ISSA by IEHA's professional advisors shall be, in the sole opinion of IEHA's Board of Directors, acceptable to IEHA, with any open items resolved in a manner acceptable to IEHA.



12. *Termination.*

12.1 *Grounds for Termination.* This Agreement may be terminated, whether before or after adoption and approval of this Agreement by the respective members of the parties hereto:

- (a) prior to the filing of the Articles of Merger by the mutual written agreement of ISSA and IEHA authorized by their respective Boards of Directors;
- (b) by ISSA or by IEHA if the Merger shall not have been consummated prior to June 30, 2017, unless such eventuality shall be due to the failure of the party seeking to terminate this Agreement to perform or observe any of the covenants, agreements and conditions hereof to be performed or observed by such party on or prior to the filing of the Articles of Merger;
- (c) automatically if the Board of Directors or the members of ISSA or IEHA do not approve the Merger; or
- (d) prior to the filing of the Articles of Merger by ISSA or by IEHA if:
  - (i) there has been a material breach on the part of one of the other parties in the representations, warranties or covenants of the other parties set forth herein, or any failure on the part of one of the other parties to comply with its obligations hereunder; or
  - (ii) the Board of Directors and the IEHA Board of Directors\* of one of the parties withdraws, amends, or modifies in a manner materially adverse to the party seeking to terminate this Agreement its favorable recommendation of this Agreement or the Merger, or approves an agreement for or recommends to the members of that other party any merger, consolidation, business combination or similar transaction, other than the transaction contemplated by this Agreement.

12.2 *Effect of Termination.* If this Agreement is terminated by any party as permitted under Section 12.1 hereof, such termination shall be without liability to any party, or any member, director, officer, employee, agent, consultant or representative of such party, but such termination shall not relieve any other party of any damages or other amounts for which it would otherwise be liable.

12.3 *Waiver.* Any time prior filing of the Articles of Merger any party hereto, by action taken or authorized by its Board of Directors, may, to the extent legally allowed:

- (a) extend the time for the performance of any of the obligations or other acts of the other parties hereto;

- (b) waive any inaccuracies in the representations and warranties of the other parties contained herein or in any document delivered pursuant hereto; or
- (c) waive compliance by any of the other parties hereto with any of the agreements or conditions contained herein. Any waiver of rights by any party hereto shall be valid only if set forth in a written instrument signed on behalf of such party.

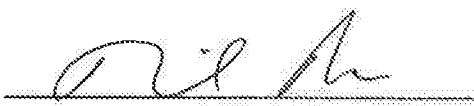
13. *Miscellaneous.*

- 13.1 *Counterparts.* This Agreement may be executed in multiple counterparts which when taken together shall be deemed one and the same instrument.
- 13.2 *Amendments.* This Agreement may not be amended, modified or supplemented except in writing signed by the parties hereto and then only prior to filing the Articles of Merger.
- 13.3 *Nonassignability.* This Agreement shall not be assigned by either party hereto by operation of law or otherwise without the prior written consent of the other party.
- 13.4 *Governing Law.* This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Illinois.
- 13.5 *Entire Agreement.* This Agreement constitutes the entire agreement between the parties hereto and supersedes all prior agreements and understandings, oral or written, between the parties hereto with respect to the subject matter hereof.
- 13.6 *Severability.* If any provisions hereof shall be held invalid or unenforceable by any court of competent jurisdiction or as a result of future legislative action, such holding or action shall be strictly construed and shall not affect the validity or effect of any other provision hereof; provided, however, that the parties shall use reasonable efforts, including, but not limited, to the amendment of this Agreement, to ensure that this Agreement shall reflect as closely as practicable the intent of the parties hereto.

[Signature page follows]

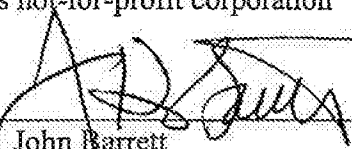
IN WITNESS WHEREOF, the parties hereto have executed this Agreement and Plan of Merger as of the day and date first written above.

Attest:



INTERNATIONAL SANITARY  
SUPPLY ASSOCIATION, an  
Illinois not-for-profit corporation


By:

  
John Barrett  
Its: Executive Director

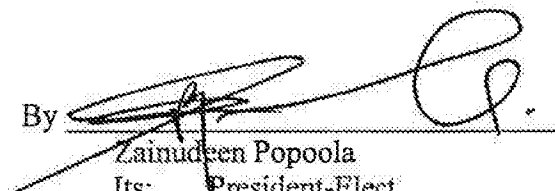
Attest:

INTERNATIONAL EXECUTIVE  
HOUSEKEEPERS ASSOCIATION, an  
Ohio not-for-profit corporation


By:

  
Michael Patterson  
Its: President

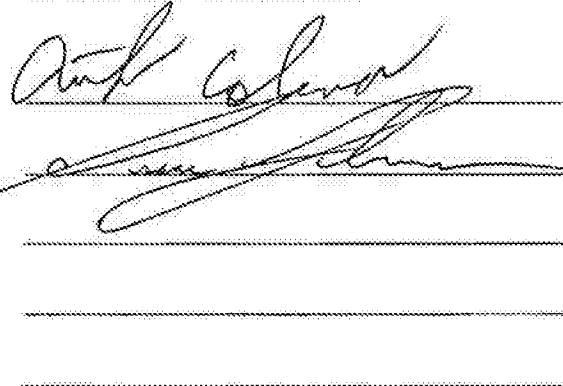
By:

  
Zaimudeen Popoola  
Its: President-Elect

By:

  
Wanda Joyce  
Its: Secretary/ Treasurer

IEHA BOARD MEMBERS:

  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_